

April 29, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ROXANN M. PARKER  
STATE CONTRACT PROCUREMENT OFFICER II  
302-857-4555

SUBJECT: **AWARD NOTICE #1 – Effective May 15, 2009**  
**CONTRACT NO. GSS025**  
Envelopes, Plain & Printed, Virgin and Recycled

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each Vendors contract shall be valid for a one (1) year period from May 1, 2009 through April 30, 2010. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

### **3. VENDORS:**

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#### **VENDOR "A"**

Curtis 1000  
3231 Turkey Point Rd.  
North East, MD 21901  
Contact: Jonathan Clewer  
Phone: 800-831-7224  
Fax: 410-287-2612  
Email: [jclewer@curtis1000.com](mailto:jclewer@curtis1000.com)  
EI# 41-02110040

#### **VENDOR "A" ITEMS:**

Plain and Printed: 3, 7, 10, 20, 23,  
24, 25, 27, 28, 29, 30, 31, 32, 34,  
35, and 47

#### **VENDOR "B"**

Northeast Direct Corp.  
535 Broadhollow Rd.  
Melville, NY 11747  
Phone: 877-873-5609  
Fax: 631-393-2829  
Orders: [de.envelopeorders@northeast-direct.com](mailto:de.envelopeorders@northeast-direct.com)  
Technical/communications: [de.serviceteam@northeast-direct.com](mailto:de.serviceteam@northeast-direct.com)  
Fast estimates: [de.direct@northeast-direct.com](mailto:de.direct@northeast-direct.com)  
EI# 26-1280911

#### **VENDOR "B" ITEMS:**

Plain and Printed: 1, 2, 4, 5, 6, 8, 9,  
11, 12, 13, 14, 15, 16, 17, 18, 19, 21,  
22, 26, 33, 36, 37, 38, 39, 40, 41, 42,  
43, 44, 45, 46, 48, 49, and 50

### **4. SHIPPING TERMS:**

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F.O.B. destination.

**5. DELIVERY AND PICKUP:**

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Vendor A: Optional Inside Delivery Charge - \$ .50 per carton.  
Vendor B: Optional Inside Delivery Charge - \$8.25 per carton

**Inside delivery** is defined as delivery to a specific stock room or office or any location other than the general receiving area.

Vendor A: Optional Full Flight Stair Delivery Fee - \$1.00 per carton  
Vendor B: Optional Full Flight Stair Delivery Fee - \$8.25 per carton

There shall be NO additional charges involving the use of a building's elevator other than the inside delivery fee.

**6. PRICING:**

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Prices will remain firm for the term of the contract year.  
Pricing can be found on the Excel spreadsheet, Award Notice Pricing Sheet.

**Additional Pricing:**

**This contract provides pricing for type setting of return addresses on envelopes. Printing of a logo is an additional cost as shown below:**

**Vendor B:**

**Create Logo, one color, clean, one time charge - \$40.00**

**Create Logo, one color, low resolution or in need of retouching, one time charge - \$80.00**

**Create Logo, two color, one time charge - \$150.00**

**Print cost for one color logo - \$ .008 per piece**

**Print cost for two color logo - \$ .018 per piece**

## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **11. REQUIREMENTS:**

#### **1. TARGET BRIGHTNESS:**

The target brightness on all recycled envelopes shall be between 83 - 85. Opacity 88.

#### **2. TYPE SETTING:**

Type setting shall be included in the unit price of the envelopes.

#### **3. STATE SEAL:**

As an option, some of the agencies may want to have the State of Delaware seal on the outside flap of the envelope. If there is an additional cost, please state in bid quotation. The State will provide a copy of the seal.

**REQUIREMENTS: (continued)**

4. **QUALITY OF ENVELOPE:**

All commercial envelopes shall function in automated-insertion machines in conformance with industry standards. Recycled envelopes shall operate equal to or better than virgin envelopes.

5. **ITEM DESCRIPTION:**

If you cannot provide the item as requested **DO NOT CHANGE THE DESCRIPTION.**

6. **STOCK REQUIREMENTS:**

Wove – recycled envelope shall contain not less than 30% recovered content and 30% post consumer content.

Kraft, white and colored (including manila) envelope shall contain 10 – 20% recovered content and 10 – 20% post consumer content.

Kraft, unbleached – envelope – shall contain not less than 10% recovered content and 10% post consumer content.

The above requirement excludes custom envelopes.

7. **ENVELOPE CONSTRUCTION SPECIFICATIONS:**

Envelope dimensions shall not vary more than +/- 1/16" (1.6mm).

All seams shall be securely bonded to the bottom flap without exhibiting any curl or ripple between the flaps.

All window patches shall be flat, ripple free and bonded within 1/16" (1.6mm) of the top edge of the patch material and top edge of the window cut out(s),

In those cases where any part of the side of the patch material is within 1" (25 mm) from any envelope side edge, the following shall apply:

If the top of the patch material falls within 3/8" (9.6mm) of the crease score line, the patch material shall be raised to within 1/16" (1.6mm) or closer to the crease line.

In addition, the throat shall be a maximum of 1/4" (6.4mm) below the crease line at 3/4" (19mm) from the side edges.

Envelope curl or twist should not exceed 1/4" (6.4mm) when the envelope is placed on a flat surface.

8. **MILL CERTIFICATION:**

Mill certification, on letterhead from the mill, is required for each recycled envelope.

**REQUIREMENTS: (continued)**

9. **COMPATIBILITY:**

The recycled envelope shall be compatible for use in laser printers, automated metering mailing/sorting equipment to include automatic envelope stuffer and inserting equipment: Bell & Howell and Pitney Bowes.

10. **JUST IN TIME/AUTOMATIC DELIVERY:**

As an option, and for an additional fee, some of the agencies may want to order a one (1) year supply of envelopes. The successful vendor **will store** the envelopes and make drop shipments to the agencies prior to their running out. The price will be negotiated between the ordering agency and the vendor.

11. **GLASSINE WINDOW – FREE TEXT:**

As an option and for an additional fee some of the agencies may want to add user-defined text under the glassine window, an example is shown below. The price will be negotiated between the ordering agency and the vendor.

**HAVE YOU MOVED RECENTLY?  
IF SO, PLEASE SEND US YOUR  
NEW ADDRESS. THANK YOU.**

12. **ADDITIONAL INFORMATION/LOGOS:**

The successful vendor(s) are hereby informed that window envelopes should not contain any information or logos below the delivery address.

13. **METHOD OF TRANSPORTATION:**

Agencies may specify what type of transportation is to be used for deliveries. Trucks with lift gates may be required. Agencies may require the vendor to deliver envelopes loaded on pallets and wrapped for delivery locations with loading docks. Failure to adhere to the requirements of the agency may result in the cancellation of the contract.

14. **MANUFACTURER:**

Kent wove envelopes are not acceptable.

### PRINTING SPECIFICATIONS

1. Printing should be based on the following ink colors.
  - a. Reflex Blue - white and colored wove envelopes
  - b. Burgundy (Pantone 201 U) - white and colored wove envelopes
  - c. Black - all Kraft envelopes
2. The return address lines should be printed in the following:
  - a. #6 3/4
    1. Main Line - 8 point
    2. Address Line - 6 point
  - b. #9 & #10
    1. Main Line -10 point
    2. Address Line - 6 point
  - c. 6 1/2" x 9 1/2"
    1. Main Line -10 point
    2. Address Line - 6 point
  - d. 9 x 12, 9 1/2 x 12 1/2, 10 x 13, and 12 x 15 1/2
    1. Main Line -14 point
    2. Address Line -12 point
3. The following statement **SHALL** be printed under all Return addresses for all state of Delaware agencies:
  - a. Official Business, Penalty For Private Use \$300.00
  - b. Department Division Section Code - i.e. 30-04-000
  - c. Agency may also specify "Ancillary Service Endorsement."

It is used by mailers to request an addressee's new address and to provide USPS with instructions on how to handle undeliverable mail. The endorsement consists of one keyword: "Address, "Forwarding," "Return, or "Change" followed by the two words "Service Requested." The endorsements are the same for all classes of mail, but the treatment and cost differ by class of mail.

Note: In order to comply with postal regulations:

1. The last line of print in the return address area will be no lower than 2 3/4" from the bottom of the envelope
2. Also, the last line of print may not extend above 33% of the height of the envelope and beyond 50% of the length of the envelope.
3. In addition, there must be no printing or window within 5/8" of the bottom of the envelope and 4 3/4" from the right edge
4. Finally, the envelope window must be at least 1/2 " from the left edge

All vendors must be in compliance with the most current United States Postal Service regulations for business reply and courtesy reply envelopes.

**12. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**14. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.